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Attorneys for Defendants
PRIME ASCOT, L.P.; PRIME ASCOT
ACQUISITION, LLC; PRIME/PARK LABREA
TITLEHOLDER, LLC; and
PRIME ADMINISTRATION, LLC

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

NICHA LEASER, ATCHARA WONGSAROJ,
KATINA MAGEE, and JOYCE EISMAN,
individually, and on behalf of others similarly
situated,

Plaintiffs,

v.

PRIME ASCOT, L.P., a California limited
partnership; PRIME ASCOT ACQUISITION,
LLC, a Delaware limited liability company;
PRIME/PARK LABREA TITLEHOLDER,
LLC, a Delaware limited liability company
(originally sued as Doe 1); PRIME
ADMINISTRATION, LLC, a Delaware limited
liability company; and Does 31 through 50,
inclusive,

Defendants.

Case No. 2:20-CV-02502-DJC-AC

**ORDER GRANTING PROVISIONAL
CERTIFICATION OF SETTLEMENT
CLASS AND PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AGREEMENT**

District Judge Daniel J. Calabretta
Courtroom 10, 13th Floor

Trial Date: not set

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1 WHEREAS, Plaintiffs Nicha Leaser, Atchara Wongsaroj, Katina Magee, and Joyce
2 Eisman (each a “Class Representative Plaintiff,” and collectively, “Class Representative
3 Plaintiffs”), on behalf of themselves and others similarly situated, and Defendants Prime Ascot,
4 L.P., a California limited partnership; Prime Ascot Acquisition, LLC, a Delaware limited liability
5 company; Prime/Park LaBrea Titleholder, LLC, a Delaware limited liability company; Prime
6 Administration, LLC, a Delaware limited liability company (collectively “Defendants” or
7 “Prime”), all acting by and through their respective counsel, have agreed, subject to Court
8 approval following notice to the Settlement Class and a hearing, to settle their claims in this
9 litigation as they relate to Prime upon the terms as set forth in the Settlement Agreement;

10 WHEREAS, this Court has reviewed and considered the Settlement Agreement, entered
11 into among the Class Representative Plaintiffs and Prime (the “Agreement”), a copy of which is
12 attached hereto as **Attachment 1**, together with all exhibits thereto, the record in this case, and the
13 briefs and arguments of counsel; and

14 NOW, THEREFORE, based upon the files, records, and proceedings herein, and it
15 appearing to the Court that a hearing should be held on notice to the Settlement Class of the
16 proposed settlement to determine finally if the terms of the settlement are fair, reasonable, and
17 adequate;

18 **IT IS HEREBY ORDERED THAT:**

19 1. All terms and definitions used herein have the same meanings as set forth in the
20 Agreement.

21 2. The Court preliminarily finds that the proposed settlement set forth in the
22 Agreement is fair and adequate and approves the proposed \$55.00 monthly late fee charge as
23 reasonable under the circumstances presented. On that basis, the proposed settlement set forth in
24 the Agreement is hereby preliminarily approved as being within the range of reasonableness such
25 that notice thereof should be given to members of the Settlement Class.

26 3. The following Settlement Class is conditionally and preliminarily certified for
27 settlement purposes only:

28

1 All Persons who were a resident of Blue Rock Village or Park La
2 Brea and paid at least one late fee exceeding \$55.00 during the
3 period of May 9, 2014, through February 18, 2025, whose claims
have not been extinguished, released, or waived prior to the
Effective Date.

4 4. Plaintiffs Nicha Leaser, Atchara Wongsaroj, Katina Magee, and Joyce Eisman are
5 hereby found to be adequate and are therefore appointed as representatives of the Settlement
6 Class.

7 5. The following counsel are hereby found to be adequate and are therefore appointed
8 as class counsel for the Settlement Class (“Class Counsel”):

9 **NICHOLAS & TOMASEVIC, LLP**

10 Craig M. Nicholas
11 Alex Tomasevic
12 Jordan Belcastro
13 225 Broadway, 19th Floor
14 San Diego, California 92101
15 Tel: (619) 325-0492
16 Fax: (619) 325-0496
17 Email: cnicholas@nicholaslaw.org
18 Email: atomasevic@nicholaslaw.org
19 Email: jbelcastro@nicholaslaw.org

20 6. If final approval of the settlement is not obtained, this certification order, including
21 the above description of the Settlement Class and appointment of the Class Representative
22 Plaintiffs and Class Counsel, shall be vacated and this Action shall proceed as though the
23 certification and appointments never occurred.

24 7. Pending final determination of whether the settlement should be approved, neither
25 the Class Representative Plaintiffs nor any member of the Settlement Class, whether directly,
26 indirectly, individually, representatively, or in any other capacity, shall commence or prosecute
27 any action or proceeding of any nature whatsoever asserting any of the claims herein against
28 Prime.

8. The Class Action Settlement Notice (“Class Notice”), which is attached as **Exhibit**
C to the Agreement, is hereby approved as to form. Prime shall cause the Class Notice (which
shall be substantially identical to the form of **Exhibit C** to the Agreement) to be disseminated by
the Settlement Administrator who shall send the Class Notice via email and/or U.S. mail to

1 Prime's current and former residents who are within the Settlement Class no later than thirty (30)
2 days after the date of this Order.

3 9. Tracking and reporting of Persons eligible to be Settlement Class Members who
4 request a valid and timely exclusion from the Settlement Class that fully complies with the
5 provisions of the Class Notices and Paragraph 17 of this Order (the "Opt Outs") shall be compiled
6 by the Settlement Administrator and reported to Prime, Class Counsel and the Court. Prime shall
7 pay all costs associated with such tracking and reporting of Opt Outs.

8 10. Prime shall pay all costs associated with settlement administration including
9 preparing and disseminating the Class Notices.

10 11. Prime shall provide and bear the cost of notice to appropriate federal and state
11 officials as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(a).

12 12. Prime is directed to file with the Court and serve upon Class Counsel, no later than
13 [REDACTED], 2026, a declaration by the Settlement Administrator confirming that dissemination
14 of the Class Notices has taken place in accordance with this Order.

15 13. The Court finds that the dissemination of the Class Notices under the terms and in
16 the format provided for in the Agreement and this Order constitutes the best notice practicable
17 under the circumstances, that it is due and sufficient notice for all purposes to all persons entitled
18 to such notice, and that it fully satisfies the requirements of due process and all other applicable
19 laws.

20 14. Class Counsel will file a separate motion or application for an award of attorneys'
21 fees and costs and for incentive payments to the Class Representatives ("fee application").
22 Subject to review and determination of that motion, however, the Court, based upon the
23 Declaration of Alex Tomasevic setting forth Class Counsel's negotiated fee award, calculation of
24 the lodestar, and hourly rates, finds it has sufficient basis to preliminary conclude that Class
25 Counsels' anticipated request for \$387,500 in fees to be paid separate from the relief to the class,
26 and \$11,514.26 in separate costs, is preliminarily fair and reasonable under the circumstances and
27 supports preliminary approval here. Likewise, based upon the Declaration of Alex Tomasevic
28 setting forth the Class Representative Plaintiffs' contributions in this litigation, the anticipated

1 request for \$10,000 to each Class Representative Plaintiff as an incentive payment is within the
2 range of reasonable incentive payments worthy of preliminary approval at this stage, subject to
3 further review by the Court at or around the final approval stage or fairness hearing.

4 15. A hearing (the “Fairness Hearing”) shall be held on [REDACTED], at [REDACTED] : [REDACTED] .m., in
5 Courtroom 10, before the Honorable Judge Daniel J. Calabretta, Robert T. Matsui United States
6 Courthouse, 501 I Street, Sacramento, CA 95814 to determine whether the proposed settlement of
7 this Action as to Prime should be finally approved as fair, reasonable, and adequate and whether
8 the Final Judgment approving the settlement, awarding attorneys’ fees and costs to Class Counsel,
9 awarding incentive payments to the Class Representative Plaintiffs, and dismissing certain claims
10 asserted in the litigation on the merits and with prejudice should be entered. The Fairness Hearing
11 may be postponed, adjourned, or rescheduled by order of the Court without further notice to the
12 members of the Settlement Class.

13 16. Objections by any Settlement Class Member to the Agreement shall be heard and
14 any papers submitted in support of said objections shall be considered by the Court at the Fairness
15 Hearing only if, by [REDACTED], 2026, such objector (1) files with the Clerk of the United States
16 District Court, Eastern District of California: (i) his, her, or its objection and a statement of the
17 basis for such objection, including the objector’s full name, current address, and telephone
18 number; (ii) if applicable, a Notice of Intention to Appear at the Fairness Hearing; and
19 (iii) documentary proof that he, she, or it is a member of the Settlement Class, and (2) serves
20 copies of the foregoing and all other papers in support of such objections (including any briefs or
21 declarations) on counsel for the parties identified in the Class Notices. In addition, any Settlement
22 Class Member objecting to the Agreement shall provide a detailed list of any other objections
23 submitted by the objector, or the objector’s separate counsel, to any class action settlements
24 submitted in any court in the United States, whether state, federal or otherwise, in the previous
25 five years. A Settlement Class Member need not appear at the Fairness Hearing in order for his,
26 her, or its objection to be considered.

27 17. The filing of an objection allows Class Counsel or Defendant’s Counsel to notice
28 such objecting Settlement Class Member for and take his, her, or its deposition consistent with the

1 Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary
 2 evidence or other tangible things that are relevant to the objection. Failure by an objecting
 3 Settlement Class Member to make himself, herself, or itself available for a deposition or to comply
 4 with expedited discovery requests may result in the Court striking the Settlement Class Member's
 5 objection and otherwise denying that Settlement Class Member the opportunity to make an
 6 objection or be further heard. The Court reserves the right to tax the costs of any such discovery
 7 to the objecting Settlement Class Member or the objecting Settlement Class Member's separate
 8 counsel should the Court determine that the objection is frivolous or is made for an improper
 9 purpose.

10 18. Any Settlement Class Member shall have the right to opt-out of the class and the
 11 settlement. To be effective, all requests for exclusion from the Settlement Class must: (1) be in
 12 writing, (2) fully comply with the provisions of the Class Notices, and (3) be sent to the mailing
 13 address identified in the Class Notice, post-marked by [REDACTED], 2026. Any Settlement Class
 14 Member who does not submit a timely and valid request for exclusion from the Settlement Class
 15 that fully complies with the provisions of this Paragraph 18 shall be subject to and bound by the
 16 Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

17 19. Counsel for the parties shall file memoranda, declarations, or other statements and
 18 materials in support of final approval of the Agreement no later than [REDACTED], 2026.

19 20. Counsel for the parties may file any reply papers in support of final approval of the
 20 Agreement and in response to any objections from Settlement Class Members by
 21 [REDACTED], 2026.

22 21. Class Counsel shall file memoranda, declarations, or other statements and materials
 23 in support of a final award of attorneys' fees, litigation costs, and Class Representative incentive
 24 payments at least 14 days before the class member objection and opt out deadlines listed above.
 25 The Court will determine the final and appropriate award of fees, costs, and incentive payments at
 26 or in connection with the Fairness Hearing.

27 22. The settlement on the terms and conditions of the Agreement filed concurrently
 28 with the parties' joint motion for preliminary approval is hereby preliminarily approved, but is not

1 to be deemed an admission of liability or fault by Prime or by any other party or person, or a
2 finding of the validity of any claims asserted in the Action or of any wrongdoing or of any
3 violation of law by Prime. The settlement is not a concession and shall not be used as an
4 admission of any fault or omission by Prime or any other party or person.

5 23. Any Settlement Class Member may enter an appearance in the Action individually
6 or through the counsel of their choice at their own expense. Other than (a) Settlement Class
7 Members who enter an appearance and (b) Opt-Outs, the Class will be represented by Class
8 Counsel.

9 24. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
10 connection with the administration of the settlement which are not materially inconsistent with
11 either this Order or the terms of the Agreement.

12 **IT IS SO ORDERED.**

13 DATED: _____
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16 _____
The Hon. Daniel J. Calabretta
United States District Judge
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ATTACHMENT 1

[Fully-Executed Settlement Agreement]